

# **EXHIBIT 2**



the right to change any and all responses herein with facts or information that they learn were omitted, including by inadvertence, mistake, or excusable neglect, as additional facts are ascertained, analyses are made, legal research is completed, and contentions are investigated. Plaintiffs reserve the right to object to discovery into the subject matter addressed in anything produced and to the introduction of produced information into evidence.

Plaintiffs will produce documents pursuant to Federal Rule of Civil Procedure 26(a)(1) and (b)(1), and they will produce documents in the form or forms specified in the Stipulation Regarding the Form of Document Production (Dkt. 52). Subject to resolving Plaintiffs' objections below by meeting and conferring with Extreme, Plaintiffs anticipate that they will begin production of responsive non-source code documents on September 22, 2021. Plaintiffs will also provide an anticipated date for substantial completion of production, but up until now Defendants have not provided this information to Plaintiffs. It is not appropriate for Plaintiffs to provide this information while Defendants are refusing to do so, and Plaintiffs will meet and confer with Defendants to attempt to rectify this situation.

This introductory statement shall apply to each and every Response given herein and shall be incorporated by reference as though set forth in each Response appearing below.

## **RESPONSES TO REQUESTS**

### **REQUEST FOR PRODUCTION NO. 1:**

All Licenses relating to copyrighted works that You contend are infringed in this Lawsuit.

### **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

Plaintiffs object on the grounds that this request is overbroad, is unduly burdensome because it would involve, among other things, having to give notice to and secure the agreement of many third-party licensees, and is not limited as to time or relevance. Plaintiffs are withholding documents based on these objections, and are willing to meet and confer to determine an appropriate scope of production of third party license agreements.

### **REQUEST FOR PRODUCTION NO. 2:**

To the extent not otherwise requested, all Licenses to which You are a party, and which relate to any other software regarding networking technology.

### **RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

Plaintiffs object on the ground that this request is vague as to what constitutes “other software regarding networking technology,” and Plaintiffs further object on the grounds that this request is overbroad, is unduly burdensome because it would involve, among other things, having to give notice to and secure the agreement of many third-party licensees, and is not limited in time or relevance. Plaintiffs are withholding documents based on these objections, and are willing to meet and confer to determine to an appropriate scope of production of third party license agreements.

### **REQUEST FOR PRODUCTION NO. 3:**

All Documents supporting or refuting SNMP’s claim for damages, and calculation of damages, in this Lawsuit.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

Plaintiffs understand that this request seeks only non-privileged documents that support or refute Plaintiffs' claim for damages, and calculation of damages, in this Lawsuit. Plaintiffs object to this request on the ground that it seeks information (including but not limited to Defendants' revenues from the infringing sales) within the possession, custody, or control of Defendants which Defendants have not yet produced despite the fact that Plaintiffs' discovery requests calling for production of the material were served on December 26, 2020. Plaintiffs further object on the ground that this request prematurely seeks expert discovery. Plaintiffs are not withholding documents based on these objections because the documents are not yet in Plaintiffs' possession, custody, or control and/or are not the proper subject of discovery as expert disclosures and reports are not yet due. Plaintiffs will begin to produce responsive documents in their current possession, custody, or control (but not expert reports or other expert discovery) pursuant to the production timeline identified in the preliminary statement.

Plaintiffs also object on the ground that this request is unduly burdensome because it would involve, among other things, having to give notice to and secure the agreement of many third-party licensees. Plaintiffs are withholding documents based on this objection, and are willing to meet and confer to determine an appropriate scope of production of third party license agreements.

**REQUEST FOR PRODUCTION NO. 4:**

All Source Code for copyrighted works that You contend are infringed in this Lawsuit.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

Plaintiffs object to this request on the ground that it seeks Source Code within the possession, custody, or control of Defendants which Defendants have not yet produced despite the fact that Plaintiffs' discovery requests calling for production of the material

were served on December 26, 2020. Plaintiffs are willing to produce source code, but to date, Extreme and the other Defendants have refused to do so despite the fact that Plaintiffs propounded discovery seeking Defendants' (including Extreme's) source code over eight months ago. Since that time, Plaintiffs have repeatedly sought to get Extreme and the other Defendants to produce their source code, and Plaintiffs even offered to have a simultaneous exchange of source code even though Plaintiffs served their discovery request long before Extreme served its request to Plaintiffs. Yet, despite these attempts and offers at compromise, Extreme and the other Defendants have refused to produce their source code or agree to even a simultaneous exchange of source code. Plaintiffs continue to be willing to reach an agreement on mutual exchanges of source code but object to Extreme's request for one-sided production (i.e., only by Plaintiffs or only after Plaintiffs produce their source code). It would be unduly burdensome and unfair, and thus objectionable, to impose on Plaintiffs the burden of producing source code while Extreme and the other Defendants are still refusing to produce source code eight months after it was requested in discovery.

**REQUEST FOR PRODUCTION NO. 5:**

All Documents produced to SNMP by any Party or third-party pursuant to a subpoena issued in the Lawsuit.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

Plaintiffs will agree to produce these documents, provided that Defendants agree to a protocol whereby all documents produced to one party by any other party or by a third-party pursuant to a subpoena issued in the Lawsuit, are produced to all other parties in the Lawsuit.

**REQUEST FOR PRODUCTION NO. 6:**

All Documents produced by SNMP to any other Party in the Lawsuit.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

Plaintiffs will agree to produce these documents provided that Defendants agree to a protocol whereby all documents produced by one party to any other party in the lawsuit are produced to all parties in the Lawsuit.

CERTIFICATE OF SERVICE

I hereby certify that on this the 8th day of September, 2021, a true and accurate copy of the foregoing was served on counsel of record for all Defendants in this matter electronically.

/s/ Olivia L. Weber